

**IT IS THE VENDOR'S RESPONSIBILITY TO
CHECK FOR ADDENDUM PRIOR TO SUBMITTING PROPOSALS**

NOTICE TO BIDDERS

SPECIFICATION NO. 05-248

The City of Lincoln, Nebraska intends to purchase and invites you to submit a sealed bid for:

Recycling Containers

Sealed bids will be received by the City of Lincoln, Nebraska on or before **12:00 noon Wednesday, October 5, 2005** in the office of the Purchasing Agent, Suite 200, K Street Complex, 440 South 8th Street, Lincoln, Nebraska 68508. Bids will be publicly opened and read at the K Street Complex.

Document(s) may be downloaded at <http://www.lincoln.ne.gov/city/finance/purch/spec/index.htm> or by calling the Purchasing office at 402/441-7410.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above. It is the responsibility of all bidders to check for addendum(s) prior to submitting bids. Late bids will not be considered. Fax or e-mail bids are not acceptable. Bid response must be in a sealed envelope.

CITY OF LINCOLN
Notice to Bidders
Specification 05-248

Recycling Containers

1. SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

- 1.1 Bidders shall submit the following for a complete bid:
 - 1.1.1 A copy of these Specifications with compliance marked YES or NO.
 - 1.1.2 A copy of these Specifications with all additional information provided where requested.
 - 1.1.3 Manufacturer's literature fully describing the equipment, the specified features, and all requested options.
 - 1.1.4 Complete details of the specified standard and extended warranties, shipping weight.
- 1.2 Bid Proposals submitted shall remain firm for 90 days.

2. MODEL

- 2.1 Equipment must be new, 2005 production year, and of the latest improved model under current production.
 - 2.1.1 All containers built to exceed A.N.S.I. Industry Standards.
 - 2.1.2 All steel shall have no seconds or blemishes.
- 2.2 Bids for alternate equipment, which are functionally equivalent to the above, will be given consideration.
- 2.3 Instructional and warning decals will meet ANSI standards and all safety decals will be in accordance with ANSI Z235.1

3. APPLICATION

- 3.1 It is the intent of these specifications to purchase for use in the City's Recycling Drop-off program:
 - One (1), 28 yard Roll-off box container;
 - Two (2), 8 yard Front-load containers;
 - Four (4), 2 yard Rear-load containers.
- 3.2 The Roll-off container shall be used by the public to deposit aluminum cans, tin cans, clear glass, brown glass, green glass, #1 and #2 plastic containers.
- 3.3 The 8-yard containers will be for cardboard and residential mixed paper.
- 3.4 The 2-yard containers will be for newspaper.
- 3.5 The material collected in these containers will be transported to a material recovery facility in Lincoln.
- 3.6 The purchase and use of the containers is contingent upon securing an agreement for a recycling site between the City of Lincoln, the Village of Firth and a property owner.

4. SPECIFICATION REQUIREMENTS

MEETS SPECIFICATIONS or provide requested information		SPECIFICATION REQUIREMENTS (circle YES / NO or provide information as requested)
Yes	No	4.1 Twenty-Eight (28) cubic yard open top universal roll-on / roll-off container, 12 gauge steel (sidewalls and sloped roof), 10 gauge steel floor). It will have a flat floor. Other: _____
Yes	No	4.1.1 Body width: Overall 8 ft or less. Other: _____
Yes	No	4.1.2 Body length: Overall 23 ft or less Other: _____
Yes	No	4.1.3 Body height: Overall 6.5 ft or less. Other: _____
Yes	No	4.1.4 Cross members to be 3 inches x 4.1 lbs minimum, structural channel on 24 inch centers. Other: _____
Yes	No	4.1.5 Doorframe to be 3 inch x 2 inch x 3/16 inch rectangular tubing. Other: _____
Yes	No	4.1.6 Runners on understructure to be 2 inches x 6 inches x 1/4 inch rectangular tubing with 1 1/4 inch solid nose. Other: _____
Yes	No	4.1.7 Push plate will be 1/4 inch thick x 20 inches x 40 inches. Other: _____
Yes	No	4.1.8 On driver's side, heavy-duty three-position positive locking cam type door latch with safety chain capable of keeping door in a locked position. Lock to engage by means of a single locking lever. Other: _____
Yes	No	4.1.9 Six compartment of the following capacity: 3 yard (tin cans); 3 yard (aluminum cans); 2 yard (brown glass); 2 yard (green glass); 3 yards (clear glass); 15 yards (plastic #1 & #2 containers). Other: _____

Yes	No	<p>4.1.10 Each compartment shall have an opening on both sides of the container for the public to drop-off recyclable material. Cans and glass bottles shall have a round 12" opening with a tube inserted in it or a 12" round or square opening with a hinged metal/plastic door 14" x 14" in size with locking mechanism. There shall be two doors on each side of the plastic compartment. The opening size shall be a minimum of 14" x 14" or a maximum of 18" x 18" with a maximum plastic hinged door with locking mechanism of 20" x 20".</p> <p>Other: _____</p>
Yes	No	<p>4.1.11 Each compartment shall have an internal divider made from at least 12 gauge steel, hinged at the top and equipped with individual bottom locks and drivers side lockable handles.</p> <p>Other: _____</p>
Yes	No	<p>4.1.12 Two (2) heavy-duty steel roller 8 inches diameter x 10 inches long at unloading end. Grease zerks on each wheel. Two (2) fixed knees provided at front of container to aid in stability.</p> <p>Other: _____</p>
Yes	No	<p>4.2 Two (2) eight (8) cubic yard front load containers shall have 10 gauge sidewalls and floor. Box design with no sloped front access.</p> <p>Other: _____</p>
Yes	No	<p>4.2.1. The eight cubic yard containers shall have no side doors.</p> <p>Other: _____</p>
Yes	No	<p>4.2.2. Both containers shall have mail slot openings cut into the front of the container. One container shall have an opening 30 inches wide by 9 inches high. The second container shall have an opening 48 inches wide and 6 inches high. Opening shall have edge straps or angle iron welded around opening for finished appearance.</p> <p>Other: _____</p>
Yes	No	<p>4.2.3. 3/16" front bumpers and 7 gauge, 30"elongated pockets with flared pocket guides and 1/4" edge straps.</p> <p>Other: _____</p>
Yes	No	<p>4.2.4. Containers shall have reinforced hinged plastic lids and self-locking mechanisms place on the front of the container.</p> <p>Other: _____</p>

Yes	No	4.3 Four (4) 2 cubic yard rear-loading containers with tapered design. Other: _____
Yes	No	4.3.1 Heavy gauge steel body with 10 gauge front bumper channels and 10 gauge floors. Other: _____
Yes	No	4.3.2 Heavy-duty 6 Inch molded rubber casters that can support a minimum of 1000 pounds mounted on 10 gauge caster channels. Other: _____
Yes	No	4.3.3 Heavy-duty hoist hooks and reinforced swing frames. Other: _____
Yes	No	4.3.4 Drain plug installed on the side of containers. Other: _____
Yes	No	4.4 All welds will be heavy duty, continuous, no skips or tack welds. All seams inside and outside to be solid weld. Other: _____
Yes	No	4.5 Two (2) coats of red oxide primer inside and outside. Other: _____
Yes	No	4.6 Two (2) coats of industrial grade gloss enamel on entire container. Other: _____
Yes	No	4.7 Color to be forest green, industrial coating, gloss enamel. Other: _____
Yes	No	4.8 Service, parts and operators manuals to be included. Other: _____
Yes	No	4.9 Deliver, FOB to Von Busch and Sons Refuse, 420 West A Street,, Lincoln, NE. Coordinate delivery with Gene Hanlon, Recycling Coordinator (402 - 441-7043) and Bruce Von Busch (402-475-5197)

COMPANY NAME: _____

BID PROPOSAL
SPECIFICATION NO. 05-248
Recycling Containers
BID OPENING TIME: 12:00 NOON
DATE: Wednesday, October 5, 2005

The undersigned bidder, having full knowledge of the requirements of the City of Lincoln for the below listed items and the contract documents (which include Notice to Bidders, Instructions to Bidders, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to sell to the City the below listed items for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for unit prices listed below.

ADDENDA RECEIPT: The receipt of addenda to the specifications numbers _____ through _____ are hereby acknowledged. Failure of any bidder to receive any addendum or interpretations of the specifications shall not relieve the bidder from obligations specified in the bid request. All addenda shall become part of the final contract document.

ITEM	ITEM DESCRIPTION	AMOUNT EACH	UNIT PRICE	TOTAL AMOUNT
1.	28 yard, roll-off compartmentalized containers	<u>One (1)</u>	_____	_____
2.	8 yard, front load containers	<u>Two (2)</u>	_____	_____
3.	2 yard, rear load containers	<u>Four (4)</u>	_____	_____

BID SECURITY IS NOT REQUIRED

AFFIRMATIVE ACTION PROGRAM: Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The Equal Opportunity Officer will determine compliance or non-compliance with the City's policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

The undersigned signatory for the bidder represents and warrant that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

NOTE: RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.
MARK OUTSIDE OF BID ENVELOPE AS FOLLOWS:
SEALED BID FOR SPEC. 05-248

COMPANY NAME

BY (signature)

STREET ADDRESS or P.O. BOX

(Print Name)

CITY, STATE ZIP CODE

(Title)

TELEPHONE

(Date)

E-MAIL ADDRESS

EST. DELIVERY DAYS

TERMS OF PAYMENT

BIDS MAY BE INSPECTED IN THE PURCHASING DIVISION OFFICES DURING NORMAL BUSINESS HOURS, AFTER TABULATION BY THE PURCHASING AGENT. IF YOU DESIRE A COPY OF THE BID TABULATION TO BE MAILED TO YOU, YOU MUST ENCLOSE A SELF-ADDRESSED STAMP ENVELOPE WITH YOUR BIDDING DOCUMENTS.

INSTRUCTIONS TO BIDDERS

CITY OF LINCOLN, NEBRASKA

PURCHASING DIVISION

1. BIDDING PROCEDURE

- 1.1 Bidder shall submit one (1) complete set of the bid documents and all supporting material, unless otherwise stipulated. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.
- 1.3 Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a quotation on an item-by-item basis. Bidding documents shall be clearly marked indicating the kind of proposal being submitted.
- 1.4 Each bid must be legibly printed in ink or typed, include the full name, business address, and telephone number of the bidder; and be signed in ink by the bidder.
- 1.5 A bid by a firm or organization other than a corporation must include the name, address, fax number and email address of each member.
- 1.6 A bid by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.7 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.8 Bids received after the time and date established for receiving bids will be rejected.

2. BIDDER'S SECURITY

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated on the Proposal Form.
- 2.2 If alternates are requested, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful bidder(s) as follows:
 - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the City.
 - 2.4.2 For all other contracts: upon approval by the City of the executed contract and bonds.
- 2.5 City shall have the right to retain the bid security of bidders to whom an award is being considered until either:
 - 2.5.1 A contract has been executed and bonds have been furnished.
 - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
 - 2.5.3 All bids have been rejected.
- 2.6 Bid security will be forfeited to the City as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:
 - 2.6.1 If the bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
 - 2.6.2 If the bidder fails or refuses to enter into a contract on forms provided by the City, and/or if the bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

3. BIDDER'S REPRESENTATION

- 3.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 3.2 Each bidder for services further represents that the bidder has examined and is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

4. CLARIFICATION OF SPECIFICATION DOCUMENTS

- 4.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.

- 4.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least four (4) calendar days prior to the date and time for receipt of bids.
- 4.3 Changes made to the specification documents will be made by written addenda to all known prospective bidders.
- 4.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the City; and bidders shall not rely upon such interpretations or changes.

5. ADDENDA

- 5.1 Addenda are additional documents issued by the City to prospective Bidders prior to the closing date for receipt of bids, which are intended to change or clarify the original plans and/or specifications, i.e. additions, deletions, modifications, or explanations.
- 5.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 5.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 5.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 5.5 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

6. ANTI-LOBBYING PROVISION

- 6.1 During the period between the bid advertisement date and the contract award, bidders, including their agents and representatives, shall not lobby or promote their bid with any member of the City Council or City Staff.

7. BRAND NAMES

- 7.1 Wherever in the specifications or proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 7.2 It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the City that said item is equal to, or better than, the product specified.
- 7.3 Bids for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The bidder must indicate any variances by item number from the specification document no matter how slight. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient.
- 7.4 If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the City's specifications.

8. DEMONSTRATIONS/SAMPLES

- 8.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City.
- 8.2 Such demonstration can be at the City delivery location or a surrounding community.
- 8.3 If the bidder is proposing an alternate product, the City may request a sample of the exact item. Samples will be returned at bidder's expense after receipt by the City of acceptable goods. Bidders must indicate how samples are to be returned.

9. DELIVERY (Non-Construction)

- 9.1 Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 9.2 The City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.
- 9.3 All bids shall be based upon **inside** delivery of the equipment/ merchandise F.O.B. the City at the location specified by the City, with all transportation charges paid.

10. WARRANTIES, GUARANTEES AND MAINTENANCE

- 10.1 Copies of the following documents must accompany the bid proposal for all items being bid:
 - 10.1.1 Manufacturer's warranties and/or guarantees.
 - 10.1.2 Bidder's maintenance policies and associated costs.
- 10.2 As a minimum requirement of the City, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the City. Replacement parts of defective components shall be shipped at no cost to the City. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.

11. ACCEPTANCE OF MATERIAL

- 11.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 11.2 Material delivered under this proposal shall remain the property of the bidder until:
 - 11.2.1 A physical inspection and actual usage of this material is made and found to be acceptable to the City; and
 - 11.2.2 Material is determined to be in full compliance with the specifications and accepted proposal.
- 11.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the City reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.
- 11.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln, Nebraska, as required by the specification documents or purchase orders.
- 11.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

12. BID EVALUATION AND AWARD

- 12.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 12.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 12.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 12.4 The bid will be awarded to the lowest responsible, responsive bidder whose proposal will be most advantageous to the City, and as the City deems will best serve it's requirements.
- 12.5 The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, with or without alternates, by groups, or "lump sum"; to waive minor irregularities in bids; such as shall best serve the requirements and interests of the City.
- 12.6 In order to determine if the Bidder has the experience, qualifications, resources and necessary attributes to provide the quality workmanship, materials and management required by the plans and specifications, the Bidder may be required to complete and submit additional information as deemed necessary by the City. Failure to provide the information requested to make this determination may be grounds for a declaration of non-responsive with respect to the Bidder.
- 12.7 The City reserves the right to reject irregular bids that contain unauthorized additions, conditions, alternate bids, or irregularities that make the Bid Proposal incomplete, indefinite or ambiguous.

13. INDEMNIFICATION

- 13.1 The bidder shall indemnify and save harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including, attorney's fees arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or

destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Bidder, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Bidder to indemnify or hold harmless the City of Lincoln for any losses, claims damages, and expenses arising out of or resulting from the sole negligence of the City of Lincoln, Nebraska.

- 13.2 In any and all claims against the City or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 13.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

14. TERMS OF PAYMENT

- 14.1 Unless stated otherwise, the City will begin processing payment within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

15. LAWS

- 15.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.
- 15.2 Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.

16. AFFIRMATIVE ACTION

- 16.1 The City of Lincoln-Lancaster County Purchasing Division provides equal opportunity for all bidders and encourages minority businesses and women's business enterprises to participate in our bidding process.

17. LIVING WAGE

- 17.1 The bidders agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per section 2.81.010 of the Lincoln Municipal Code. This wage is subject to change every July.

18. EXECUTION OF AGREEMENT

- 18.1 Depending on the type of service provided, one of the following three (3) methods will be employed. The method applicable to this contract will be checked below:
 - ☒ a. This Contract shall consist of a **PURCHASE ORDER** and a copy of the suppliers signed bid (or referenced bid number) attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Supplier's Bid. Items not awarded, if any, have been deleted.
 - ☐ b. The contract shall consist of a **YEARLY AGREEMENT** and a copy of the suppliers signed bid attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto. That both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Suppliers' Bid. Items not awarded, if any, have been deleted.
 - ☐ c. Three (3) copies of the **CONTRACT**, unless otherwise noted.
 - 1. City will furnish three (3) copies of the Contract to the successful Bidder who shall prepare attachments as required. Insurance as evidenced by a Certificate of Insurance, surety bonds properly executed, and Agreement signed with the date of signature shall be attached.
 - 2. The prepared documents shall be delivered to the City within 10days (unless otherwise noted).
 - 3. The City will sign the Contract Agreement, insert the date of signature at the beginning of the Contract Agreement, prepare an Executive Order to go the Mayor for signature.
 - 4. Upon approval and signature from the Mayor, the City will return one copy to the Contractor.